



# Anthem<sup>®</sup>Life



**Policyholder: State of New Hampshire**

**AL00002490**

**Classes: 01, 02, 03, 04, 05 and 06**

## Certificate of Coverage



***Feel confident knowing your most  
precious assets are protected by Anthem Life.***

### Group Life Insurance

[anthem.com](http://anthem.com)

GC-TL1

Life and disability products are underwritten by Anthem Life Insurance Company.  
AL-9006 (8/04)

## Introduction

This Certificate is issued according to the terms of the Group Policy but is not a part of the Group Policy. It describes the insurance provided to you, the Certificateholder, under the Group Policy, which is an agreement between Anthem Life Insurance Company (called we, our, us) and the Policyholder. In the event of a difference between this Certificate and the Group Policy, the terms of the Group Policy will prevail.

The Policyholder's name appears on the Certificate cover. The policyholder pays the premium for the insurance. (The Policyholder may require you to contribute toward the premium for your coverage.)

Subject to the payment of premiums, all persons who have:

- satisfied the eligibility conditions
- applied for coverage; and
- been approved by us,

are covered by the Group Policy. Such persons are called Covered Persons.

All periods of time under this Certificate will begin and end at 12:00 midnight at the beginning of the day at the Group's address.

None of our agents or employees can legally change this Certificate or waive any of its provisions. Any change must be approved by one of our executive officers in a rider, endorsement, or amendment.

This Certificate replaces any Certificate previously issued to you under the Group Policy.

**ANTHEM LIFE INSURANCE COMPANY**  
**Main Administrative Office: P.O. Box 182361**  
**Columbus, Ohio 43218-2361**



Joan Herman, President

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# Schedule of Benefits

This schedule is a part of the Certificate. It provides limited information about coverage. Read the Certificate carefully for further information.

## Who's Eligible and When does Enrollment Occur?

An Eligible Person (i.e., eligible employee) and his/her Dependent can enroll for coverage. Initial enrollment must occur not more than 31 days after becoming eligible. Otherwise, acceptable Evidence of Insurability may be required.

## What are the Plan Options?

You as an Eligible Person have a choice of plans. You will automatically be enrolled in Plan 1 and the State will pay the entire cost unless you elect one of Plans 2-6, in which case you must pay a portion of the premium. You may also elect and pay the entire cost of additional coverage under Plan 7 and/or 8. The following tables present the plans available. **You should refer to your insurance enrollment form for the basic plan and any additional plan(s) you elected.**

BASIC PLANS 1-6			
Plan Number/Eligible Class	Employee Group Term Life Insurance**	Employee Group Accidental Death & Dismemberment Insurance	Group Term Life Insurance For Dependent Children
<b>Plan 1/</b> Employees enrolled in Plan 1	\$20,000*	None	None
<b>Plan 2/</b> Employees enrolled in Plan 2	\$20,000*	\$20,000*	None
<b>Plan 3/</b> Employees enrolled in Plan 3	\$25,000*	None	None
<b>Plan 4/</b> Employees enrolled in Plan 4	\$25,000*	\$25,000*	None
<b>Plan 5/</b> Employees enrolled in Plan 5	\$20,000*	\$20,000*	\$3,000
<b>Plan 6/</b> Employees enrolled in Plan 6	\$25,000*	\$25,000*	\$3,000

\* For newly eligible employees age 70 or older, the amount is 50% of the above.

\*\* A "Living Benefit" is allowed, which is an accelerated payment of 50% of the Group Term Life Insurance in force if the employee is terminally ill (details on page 8).

ADDITIONAL PLAN 7	
Group Term Life Insurance for Dependent Spouse	\$10,000 Spouse Amount
ADDITIONAL PLAN 8	
Supplemental Group Term Life Insurance, Group Term Life for Dependent Spouse, & Supplemental Accidental Death and Dismemberment	Choose for employee only, spouse only, or both. One option amount for each person. Option A: \$25,000      Option B: \$50,000 Option C: \$75,000      Option D: \$100,000

## **Basic Plans 1 through 6:**

### **Group Term Life Insurance**

**Amount:** See your enrollment form for the Plan 1 – 6 you selected and the Basic Plans table above for the corresponding employee Group Term Life Insurance amount.

**Benefits will reduce by 50% when the covered Certificateholder reaches age 70.**  
Benefits terminate at retirement.

### **Waiver of Premium for Group Term Life Insurance**

Total Disability must begin before age 60.

The waiting period is 12 months. Waiver of Premium will end when the Certificateholder reaches age 65 or prior retirement.

Refer to the “Waiver of Premium for Group Term Life Insurance” section for other reasons Waiver of Premium may end.

### **Group Accidental Death and Dismemberment Insurance (NOT part of Plans 1 and 3)**

If the eligible employee selects Group Term Life Insurance in either Basic Plan 2, 4, 5 or 6, any such selection also includes Group Accidental Death and Dismemberment Insurance, subject to all the terms and conditions stated below.

**Principal Sum:** Equal to the amount of Group Term Life Insurance in force if Plan 2, 4, 5, or 6 selected (see your enrollment form)

**The Principal Sum will reduce the same as for Group Term Life Insurance.**  
Coverage is 24 hour. Benefits terminate at retirement.

### **Group Term Life Insurance for Dependents (Children only) (NOT part of Plans 1 through 4)**

If the Certificateholder selects Group Term Life Insurance in either Basic Plan 5 or 6, any such selection also includes Group Term Life Insurance for Dependents for the child coverage only, and subject to all the terms and conditions stated below.

**Child Benefit:** \$3,000 if Plan 5 or 6 selected (see your enrollment form)

A Dependent child is not covered until the child reaches age 15 days. The Dependent child age limit is the end of the calendar year in which the child attains age 19. This age is extended to the end of the calendar year in which the child attains age 25 if the child qualifies as a federal tax exemption.

## **Additional Plan 7:**

### **Group Term Life Insurance for Dependents (Spouse only)**

The eligible employee has an option to purchase Group Term Life Insurance for Dependents for the spouse coverage only, and subject to all the terms and conditions stated below.

**Spouse Benefit:** \$10,000 if Plan 7 selected (see your enrollment form)

Benefits for a spouse under Plan 7 will end when the spouse reaches age 65.

## **Additional Plan 8:**

### **Supplemental Group Term Life Insurance**

Under Plan 8, the eligible employee has an option to purchase Supplemental Group Term Life Insurance (supplements Group Term Life Insurance on the employee) in one of the option amounts and subject to all the terms and conditions stated below.

**Amount:** If employee coverage under Plan 8 was selected, see your enrollment form for the option amount chosen for employee (either \$25,000; \$50,000; \$75,000; or \$100,000)

Evidence of Insurability is required for all optional amounts; however, for any enrolled eligible employee whose supplemental group term life amount was in force just prior to January 1, 2007 (the Group's effective date under this plan), no Evidence of Insurability will be required for the same amount in force on January 1, 2007.

**Benefits will reduce by 50% at age 70 (reduction based on the benefit amount in effect when a Certificateholder's coverage begins).** Benefits terminate at retirement.

### **Group Term Life Insurance for Dependents (Spouse only)**

Under Plan 8, the eligible employee has an option to purchase Group Term Life Insurance for Dependents for the spouse coverage only (in addition to any spouse coverage that may have been purchased in Plan 7), and subject to all the terms and conditions stated below.

**Spouse Benefit:** If spouse coverage under Plan 8 was selected, see your enrollment form for the option amount chosen for spouse (either \$25,000; \$50,000; \$75,000; or \$100,000)

Evidence of Insurability is required for all optional amounts; however, for any Dependent spouse whose Plan 8 life insurance was in force just prior to January 1, 2007 (the Group's effective date under this plan), no Evidence of Insurability will be required for the same amount in force on January 1, 2007.

## **Additional Plan 8 (continued):**

Benefits for a spouse under Plan 8 will end when the spouse reaches age 65.

### **Supplemental Accidental Death and Dismemberment Insurance**

Under Plan 8, the purchase of Supplemental Group Term Life Insurance for the employee and/or Group Term Life Insurance for Dependent for the spouse also includes Supplemental Accidental Death and Dismemberment Insurance, subject to all the terms and conditions stated below.

**Principal Sum:** **If employee life coverage under Plan 8 was selected,** the Principal Sum for the employee's death or covered loss due to and within 180 days of an Accident is equal to the employee's Plan 8 Supplemental Group Term Life Insurance in force.

**If spouse life coverage under Plan 8 was selected,** the Principal Sum for the spouse's death or covered loss due to and within 180 days of an Accident is equal to the spouse's Plan 8 Group Term Life Insurance for Dependents in force.

When a spouse's death or covered loss occurs due to and within 180 days of an Accident, then (in reference to the spouse coverage) wherever the word "Certificateholder" appears in the applicable Supplemental Accidental Death and Dismemberment provisions, the word "covered spouse" shall be substituted. We will pay the benefit for the spouse's covered death to the employee.

**Benefits for the employee will reduce the same as for Supplemental Group Term Life Insurance.**

Coverage is 24 hour. For the employee, benefits terminate at retirement. Benefits for a spouse will end when the covered employee retires or reaches age 65, whichever occurs first.

## **Continuation of Coverage**

Coverage may be continued beyond the date it would otherwise end up to the time period(s) shown below. All continued coverage is subject to the provisions stated in the section entitled "How and when Coverage Stops."

- If the Certificateholder is no longer Actively-at-Work due to layoff, all coverage under in-force Plans 1 – 7 may be continued for up to 6 consecutive months.
- If the Certificateholder is no longer Actively-at-Work due to leave of absence, all coverage under in-force Plans 1 – 7 may be continued for up to 6 consecutive months.
- If the Certificateholder is no longer Actively-at-Work due to disability, coverage under in-force Plans 1 – 7 may be continued for up to 12 consecutive months.
- If the Certificateholder is no longer Actively-at-Work due to a labor dispute such as a strike or lockout, coverage under in-force Plans 1 - 8 may be continued for up to 6 consecutive months.

## **How and When Coverage Starts**

### **Eligibility**

Eligibility under the Group Policy is limited to Eligible Persons and Dependents. Eligible Person and Dependent are defined in the “Definitions” section.

### **Application**

To enroll for coverage, an application must be submitted to us.

If the application is received more than 31 days after an Eligible Person or Dependent becomes eligible, the Eligible Person or Dependent will not be enrolled until the Eligible Person provides Evidence of Insurability which is satisfactory to us. In no event will we require Evidence of Insurability for a newborn child if:

- birth occurs while Dependent coverage is in effect; or
- application for the child is received within 31 days following birth.

### **When Coverage Starts**

Coverage starts on the Effective Date. Except as described in the “Delayed Effective Date” section, the Effective Date is as follows:

- an Eligible Person's coverage will start on the first day of the period for which premium is paid following the date the person becomes an Eligible Person, unless otherwise approved by us;
- a Dependent's coverage will start on the date the person becomes an eligible Dependent; and
- Generally, a change in amount of insurance for an Eligible Person or Dependent will become effective on the first day of the period for which premium is paid following the date of the event causing the change.

### **Delayed Effective Date**

Coverage may be delayed beyond the date it would otherwise start if:

- Evidence of Insurability is required. In this event, the Effective Date will be determined in accordance with our underwriting rules and regulations; or
- an Eligible Person is not Actively-at-Work on the day preceding the day coverage, including an increase in an amount of insurance, would otherwise become effective. In this event, coverage for the Eligible Person will become effective on the day the Eligible Person returns to Active Work; or



- a Dependent is confined in a health care facility on the day preceding the day coverage, including an increase in an amount of insurance, would otherwise become effective. In this event, coverage for the Dependent will become effective when there has been a lapse of three consecutive days during which the Dependent has not been an inpatient. In no event will coverage for a Dependent start:
  - Before the Eligible Person's coverage starts; and
  - For a newborn child, before the child reaches any minimum age stated in the “Group Term Life Insurance for Dependents” section in the **Schedule of Benefits**.

## **Group Coverage Provisions**

**Some of the coverages described in this section may not be available to a Certificateholder under the Group's Plan. Each Certificateholder's Schedule of Benefits states which coverages are available to the Certificateholder.**

### **Group Term Life Insurance**

In the event of the Certificateholder's death while insured for this Group Term Life Insurance, we will pay to the Beneficiary the Group Term Life Insurance amount stated in the **Schedule of Benefits**.

We will pay the benefit after we receive notice and proof of death.

The benefit will be paid in one sum unless, prior to payment, an alternate settlement option is requested by the Certificateholder or the Beneficiary. A description of settlement options is available upon request. Refer to the "General Provisions" section for Beneficiary information.

### **Living Benefit**

If the Certificateholder is diagnosed as terminally ill, as defined in these provisions, the Certificateholder may elect to receive an accelerated payment of a portion of the Group Term Life Insurance benefit. This accelerated payment is called the Living Benefit. The Living Benefit is equal to 50% of the employee's Group Term Life Insurance amount, subject to a maximum of \$100,000.

The benefit will be calculated as of the date we receive the Certificateholder's election. Any Group Term Life Insurance for Dependents is not included in the calculation. The Living Benefit will be paid in one sum.

After the Living Benefit is paid, the Certificateholder's Group Term Life Insurance amount which remains in force will be equal to the amount which would otherwise apply, reduced by the Living Benefit payment. The maximum amount of Group Term Life Insurance that may be converted according to the Conversion Privilege will be reduced to the amount remaining in force following the Living Benefit payment.

The Certificateholder's Group Accidental Death and Dismemberment Insurance, if any, will not be affected by payment of the Living Benefit.

Payment of the Living Benefit discharges us of all liability under the Group Policy and Certificate to the extent of the payment.

## **Disclosure**

**The Living Benefit may be taxable. As with all tax matters, the Certificateholder should consult a personal tax advisor to determine tax consequences prior to making an election.**

**This Living Benefit MAY affect the Certificateholder's ability to receive certain government benefits or entitlements, such as Medicaid, because the Living Benefit MAY be considered an asset in determining eligibility. Because this Living Benefit is a part of this Certificate, the Certificateholder may be required to receive and spend all of the available funds from the Certificate prior to becoming eligible for government assistance programs.**

**The Certificateholder's Group Term Life Insurance death benefit will be reduced if the Living Benefit is paid.**

## **Conditions**

The Living Benefit election must be made in writing on a form which satisfies us. To qualify for this benefit, the Certificateholder must provide evidence satisfactory to us that he/she is terminally ill. This means that the Certificateholder's life expectancy is 12 months or less. The evidence must include a certification by a licensed physician. We may require, at our expense, an additional examination by a physician that we choose. Final determination of eligibility will be made by us.

In addition, payment of the Living Benefit is subject to the following conditions:

- the Group Policy, and the Certificateholder's Group Term Life Insurance under the Group Policy, must be in force on the date we receive the election;
- in the event the Group Policy ends before we pay the Living Benefit, we will reduce the Living Benefit by any amount of Group Term Life Insurance for which the Certificateholder is covered under a new group policy;
- in the event the Certificateholder dies after electing the Living Benefit but before we pay the benefit, we will pay the Group Term Life Insurance benefit as if the election had not been made, provided we receive notice of death before we pay the Living Benefit;
- any irrevocable Beneficiary must agree in writing to the Living Benefit election on a form that satisfies us;
- in community property states we may require the spouse's written consent before the Living Benefit is paid;
- if the Living Benefit election is forced by creditors, or government agencies, we will honor it only to the extent required by law; and
- a Certificateholder may receive the Living Benefit only once.

## **Exceptions**

We will not pay the Living Benefit if:

- the Certificateholder has assigned his/her Group Term Life Insurance benefit;
- all or a portion of the Certificateholder's Group Term Life Insurance is to be paid to a former spouse as a part of a divorce or dissolution agreement; or
- the terminal illness is due to an intentionally self-inflicted injury or suicide attempt.

## **Waiver of Premium for Group Term Life Insurance**

If the Certificateholder becomes Totally Disabled, only Group Term Life Insurance may be continued with no further premium payment. In order for insurance to be continued with waiver of premium we must receive proof satisfactory to us that the Certificateholder is Totally Disabled. In addition, the Total Disability must:

- begin while:
  - the Certificateholder is employed by the Group;
  - the Certificateholder is insured for Group Term Life Insurance; and
  - the Group Policy, and the Group's coverage under the Group Policy, is in force.
- begin before the Certificateholder reaches the age stated in the **Schedule of Benefits**;
- be continuous from the date of Total Disability to the end of the waiver of premium waiting period stated in the **Schedule of Benefits**, during which all required premiums must be paid; and
- not be due to an intentionally self-inflicted injury.

Total Disability or Totally Disabled means a condition which, as certified by a Physician:

- is due to an illness or injury; and
- prevents the Certificateholder from engaging in any employment or occupation for which he/she is or becomes qualified by reason of education, training or experience and not in fact engaged in any employment for wage or profit.

Subject to all conditions stated above, waiver of premium will begin immediately following the end of the waiver of premium waiting period.

Proof of Total Disability must be provided to us within one year after the Total Disability begins to assure this insurance is continued. If death occurs before we receive proof of Total Disability, we will pay the Group Term Life Insurance benefit if:

- death occurs within the one-year period; and
- we receive proof that Total Disability was continuous from the date of Total Disability to the date of death.

Proof of continued Total Disability must be provided when requested. We have the right to have the Certificateholder examined at our expense whenever reasonably necessary, but no more than once a year after two years of Total Disability.

The continued Group Term Life Insurance will be subject to any benefit reductions stated in the **Schedule of Benefits** for Group Term Life Insurance. Waiver of premium for Group Term Life Insurance does not include any coverage for Group Accidental Death and Dismemberment Insurance.

Continuance of Group Term Life Insurance with waiver of premium will end on the first of the following to occur:

- the date Total Disability ends;
- the date proof of Total Disability is not provided when required;
- the date the Certificateholder refuses to be examined when required;
- the date the Certificateholder retires; or
- any date stated in the **Schedule of Benefits** for termination of waiver of premium.

Termination of the Group Policy, or the Group's coverage under the Group Policy, will not affect any continuance of Group Term Life Insurance with waiver of premium for which the Certificateholder qualified before the Group Policy ended, or the Group's coverage under the Group Policy ended.

If the Certificateholder returns to work and is an Eligible Person on the date waiver of premium ends, Group Term Life Insurance will be continued subject to payment of the required premium.

If the Certificateholder is not an Eligible Person on the date waiver of premium ends, Group Term Life Insurance will end. Group Term Life Insurance may then be converted to individual life insurance. For further information, refer to the provision entitled "Conversion Privilege."

If the conversion privilege is exercised, and it is later determined that the Certificateholder qualifies for waiver of premium for Group Term Life Insurance, the individual policy may be returned to us with a request for continuance of Group Term Life Insurance with waiver of premium. Under these circumstances, insurance will be

continued during the Total Disability according to all conditions stated here. We will refund any premiums paid for the individual policy. We will consider the Beneficiary to be the same as the one in effect under the individual policy, unless otherwise requested.

## **Supplemental Group Term Life Insurance**

This coverage is available only through Additional Plan 8.

All provisions which apply to Group Term Life Insurance also apply to Supplemental Group Term Life Insurance, unless otherwise stated in these provisions or the **Schedule of Benefits**.

We will not pay Supplemental Group Term Life Insurance benefits for any supplemental amount purchased within two years prior to the date of death, if death is caused by the Certificateholder's suicide. In the event of suicide, any premium paid for Supplemental Group Term Life Insurance purchased within two years prior to the date of death will be refunded.

## **Portability Option for Supplemental Group Term Life Insurance**

Electing a Portability Option allows the Certificateholder to continue Supplemental Group Term Life Insurance coverage under this Certificate in force if the Certificateholder leaves employment, retires, or no longer works the minimum number of hours required to be considered an Eligible Person. Evidence of Insurability is not required to continue coverage under a Portability Option.

In order to be eligible to elect a Portability Option, the Certificateholder must:

- no longer meet the definition of an Eligible Person;
- be under age 65;
- have been covered under this Certificate for at least 12 months;
- not have terminated employment due to disability;
- apply for a Portability Option and pay the first month's Premium within 31 days after the date the Certificateholder's coverage would otherwise terminate. The application and Premium payment must be received at Our main administrative office within the 31 day time period.

The Portability Option is not available if Supplemental Group Term Life Insurance coverage ends for any of the following reasons:

- termination of the Group Policy;
- termination of the Certificateholder's class of coverage;
- termination of the Group's Supplemental Group Term Life Insurance coverage; or

- the Certificateholder voluntarily elects to discontinue the coverage.

If the Group terminates the Group Policy, the Certificateholder will be able to elect a Portability Option only if the Certificateholder's employment with the Group also ends. The Portability Option is not available if the Certificateholder's employment with the Group does not end.

The Certificateholder may elect to continue Supplemental Group Term Life Insurance coverage under a Portability Option. No other coverages available under this Certificate will be continued. Supplemental Group Term Life Insurance coverage elected under a Portability Option will not include Living Benefits or Waiver of Premium Benefits.

Election of a Portability Option will continue Supplemental Group Term Life Insurance coverage in force under this Certificate. The continued Supplemental Group Term Life Insurance coverage will continue to be subject to all exclusions and limitations of the group coverage, including reduction in the benefit amount due to the Certificateholder's age. Once the Certificateholder elects coverage under a Portability Option, the Certificateholder may not make any changes in the amount or type of coverage, including changes to the amount(s) of coverage, adding any additional coverage, or discontinuing optional coverage(s), if any.

The amount of Supplemental Group Term Life Insurance coverage that may be continued under a Portability Option is 100% of the amount of Supplemental Group Term Life Insurance that was in effect on the date the Certificateholder becomes eligible under this provision.

The Certificateholder must pay the required Premium directly to Us. The Premium for coverage under a Portability Option may not be the same as the Premium effective under the Group Coverage. The Premium will be determined by the policy type, Our published rates in effect, and the Certificateholder's age at the time application for the Portability Option. The Premium may include a billing fee. The Premium rate may change annually on the Certificateholder's date of birth. We will notify the Certificateholder in writing at least 31 days before the change in Premium is effective.

We may change the Premium for continued coverage at any time if the factors that affect Our risk change. We will notify the Certificateholder in writing at least 31 days before the change in Premium is effective.

Coverage under a Portability Option will end on the earliest of:

- the last day of the Grace Period, if Premium is not paid;
- the day the Certificateholder requests, in writing, for the coverage to terminate;
- the date the Certificateholder reaches age 70.

At that time, the Certificateholder may elect Conversion coverage as described in the

Group Portable Insurance Trust Policy.

If the Certificateholder has elected a Portability Option and the Certificateholder again becomes an eligible employee of the Group, the Certificateholder must elect the Group's coverage and terminate his or her Portability coverage.

**Definitions applicable to this provision:**

“Grace Period” means the 31 days after the date on which a premium payment is due. Coverage continued under a Portability Option will remain in force during the Grace Period unless the Group Policy, or the Group's participation under the Group Policy, terminates. Premium is due for any Grace Period during which coverage continues in force. Once coverage continued under a Portability Option has been terminated, it cannot be reinstated.

“Group Portable Insurance Trust Policy” means the trust policy under which coverage under a Portability Option is issued. Provisions of the Group Portable Insurance Trust Policy may differ from the provisions of the Group Policy.

**Group Accidental Death and Dismemberment Insurance**

This coverage is available only through Basic Plans 2, 4, 5 and 6.

If a Certificateholder dies or sustains a loss from the Table of Losses and Benefits below due to and within 180 days of an Accident, we will pay the amount for the loss stated in the Table of Losses and Benefits, provided:

- the Accident occurs while the Certificateholder is insured for this Group Accidental Death and Dismemberment Insurance; and
- the loss is a result of the Accident and not any other cause.

An Accident means the unforeseen consequences of a deliberate or involuntary act.

We will pay benefits for any loss, other than life, to the Certificateholder. We will pay the benefit for loss of life to the same Beneficiary who is to receive life insurance benefits. Refer to the “General Provisions” section for Beneficiary information.



<b>Table of Losses and Benefits</b>	
<b>Loss</b>	<b>Benefit</b>
Loss of Life	Principal Sum
Loss of Two Members	Principal Sum
Loss of One Member	One-half the Principal Sum

The principal sum is shown in the **Schedule of Benefits**.

The total amount of benefits for two or more losses resulting from the same Accident will be limited to the principal sum.

In the table, “loss of member” means loss of a hand or foot or loss of an eye. “Loss of a hand or foot” means a hand or foot is separated at or above the wrist or ankle joint. “Loss of an eye” means total and irrecoverable loss of sight in one eye.

### **Seat Belt Benefit**

If the Certificateholder dies as a result of a motor vehicle Accident for which the accidental death benefit is payable, we will pay this additional benefit to the Beneficiary if, at the time of the Accident, the Certificateholder is:

- driving or is a passenger in any private passenger motor vehicle designed for use on public roads; and
- wearing an original equipped factory-installed or manufacturer-authorized and unaltered seat belt or lap and shoulder restraint approved by the National Highway Traffic Safety Administration.

This additional benefit will be equal to 10% of the Principal Sum or \$15,000; whichever is less.

A police report of the Accident will be required to determine whether a properly installed seat belt or lap and shoulder restraint was in use.

We will not pay this Seat Belt Benefit if the Certificateholder is the driver of the private motor vehicle and does not hold a current and valid driver's license at the time of the Accident.

### **Air Bag Benefit**

If the Certificateholder dies as a result of a motor vehicle Accident for which the accidental death benefit is payable, we will pay an additional benefit to the Beneficiary if, at the time of the Accident, the Certificateholder was:

- driving or riding in a private passenger motor vehicle seat equipped with a factory-installed and unaltered air bag; and
- wearing an original equipped factory-installed or manufacturer-authorized and unaltered seat belt or lap and shoulder restraint approved by the National Highway Traffic Safety Administration, and
- the air bag inflated properly upon impact.

This additional Air Bag Benefit will be equal to 10% of the Principal Sum or \$10,000, whichever is less.

A police report of the Accident will be required to determine whether a properly installed seat belt or lap and shoulder restraint was in use and whether the air bag properly inflated upon impact.

We will not pay this Air Bag Benefit if the Certificateholder is the driver of the private passenger motor vehicle and does not hold a current and valid driver's license at the time of the Accident.

### **Repatriation Benefit**

If the Certificateholder dies as a result of an Accident for which the accidental death benefit is payable, we will reimburse expenses for the preparation and transportation of the Certificateholder's body to a mortuary, up to the maximum Repatriation Benefit of \$6,000. Death must occur at least 75 miles from the Certificateholder's principal place of residence in the United States. Benefits are payable to any person or persons who prove to us that they incurred covered expenses; however, total payments cannot exceed the maximum Repatriation Benefit.

### **Education Benefit**

If the Certificateholder dies due to an Accident for which the accidental death benefit is payable, we will pay the additional benefit stated in the table below, provided:

- the Certificateholder is survived by a Qualified Child; and
- the Qualified Child provides proof of qualification to us when requested.

We will pay this Education Benefit to each Qualified Child. When both the Certificateholder and the Certificateholder's spouse are insured as employees under the Group Policy, only one Education Benefit per Qualified Child will be payable if both the Certificateholder and the Certificateholder's spouse die as the result of an Accident.

<b>Educational Benefit for Each Qualified Child</b>	
Benefit Amount Per Academic Term	The lesser of: 1.25% of the Principal Sum; or \$3,500
Maximum Benefit Payments	The equivalent of 4 academic years.
Maximum Benefit Amount	\$20,000
Maximum Benefit Period	6 years from the date the first benefit payment is made.

The Education Benefit will end for each Qualified Child on the first of the following to occur:

- the date the Qualified Child fails to provide proof of qualification when requested;
- the date the Qualified Child no longer meets the definition of a Dependent Child for any reason other than the Certificateholder's death; or
- the end of the Maximum Benefit Period stated in the table above.

**Academic Term** means one of the set periods of time within an Academic Year during which an educational course may be completed.

**Academic Year** means the annual period of course sessions of the accredited post-secondary institution of higher learning.

**Qualified Child** means any of the Certificateholder's children who, on the date of the Certificateholder's death as a result of an Accident, meet the definition of a Dependent Child and are either:

- enrolled as full-time students in an accredited post-secondary institution of higher learning beyond the 12th grade level; or
- at the 12th grade level (or has completed all equivalent academic requirements) and enroll as full-time students in an accredited post-secondary institution of higher learning beyond the 12th grade level within 365 days following the date of the Certificateholder's death.

## **Non-Covered Losses**

We will not pay accidental death and dismemberment benefits for a loss caused by or connected with any of the following:

- suicide or self-inflicted injury committed or inflicted while sane or insane;
- disease, illness, physical or mental impairment, medical or surgical treatment, diagnostic or preventive care (unless such treatment or care is provided in connection with an accidental injury), or infection (except infection of an accidentally caused wound);
- taking any drug or chemical unless taken as prescribed by a physician or as directed by the pharmaceutical manufacturer;
- auto-erotic asphyxiation;
- taking part in, committing, or attempting to commit an assault or felony;
- duty as a member of any military, naval or air organization;
- taking part in a riot or in any declared or undeclared war;
- flying in any aircraft as a pilot or crew member;
- experimental flying or flying for the purpose of training;
- riding, driving or testing a vehicle used in a race or speed contest;
- taking part in the sports of parachute jumping, skydiving or hang gliding; or
- operating a motor vehicle while intoxicated, as defined by state law.

The **Schedule of Benefits** indicates whether Accidental Death and Dismemberment coverage is 24-hour or non-occupational. 24-hour coverage provides for Accidents which are associated with employment or occupation, as well as Accidents which are not. Non-occupational coverage provides only for Accidents which are not associated with employment or occupation.

## **Supplemental Accidental Death and Dismemberment Insurance**

The **Schedule of Benefits** indicates that if the Certificateholder has purchased Additional Plan 8, he/she has also chosen to purchase Supplemental Group Accidental Death and Dismemberment Insurance.

All provisions which apply to Group Accidental Death and Dismemberment Insurance (even if not in effect) also apply to Supplemental Group Accidental Death and Dismemberment Insurance, unless otherwise stated in the Schedule of Benefits.

## **Group Term Life Insurance for Dependents**

This coverage is available for Dependent children only through Basic Plans 4 or 5, and for Dependent spouse only through Additional Plans 7 and/or 8.

In the event of the death of a Dependent while insured for this Group Term Life Insurance for Dependents, we will pay the Group Term Life Insurance amount stated in the **Schedule of Benefits** for the Dependent.

We will pay the Group Term Life Insurance amount when we receive proof of the Dependent's death.

The Certificateholder will always be considered the Beneficiary for Group Term Life Insurance benefits for Dependents. Payment will be made in one sum.

## How and When Coverage Stops

The provisions in this section apply to all group coverage except as otherwise specified.

### Termination of Coverage

Group coverage ends for a Certificateholder and his/her Dependents on the earliest of the following dates:

- the date the Group Policy is ended;
- the date coverage for the Group is ended under the Group Policy;
- any termination date stated for the Certificateholder in the coverage description appearing in the **Schedule of Benefits**; or
- the day before the first monthly premium due date coincident with or next following the date:
  - the Certificateholder no longer meets the definition of an Eligible Person (for example, the Eligible Person retires or otherwise ends employment or is no longer in an eligible class); or
  - the Certificateholder fails to pay any premium contribution due.

In addition to the above dates, coverage ends for a Dependent on the following dates:

- the date that a Dependent no longer satisfies the definition of a Dependent; or,
- the date stated in the **Schedule of Benefits** as a termination date for any Dependent coverage.

If a Dependent is mentally or physically incapable of earning a living on the date his or her coverage would end because of attaining the termination age stated in the **Schedule of Benefits**, the Dependent's coverage will continue as long as the incapacity continues and as long as the Dependent remains chiefly financially dependent upon the Certificateholder. Proof of incapacity must be provided to us within 31 days of attaining the termination age.

### Continuation of Coverage

The Group may continue coverage beyond the date it would otherwise end only as described in the **Schedule of Benefits**. All continued coverage is subject to payment of the required premium by or through the Group. All continued coverage must be provided by the Group under a plan which is non-discriminatory in nature. Termination of the Group Policy, or of the Group's coverage under the Group Policy, will terminate any continued coverage.

## Conversion Privilege

For Group Life Insurance, a Covered Person has the right to convert (change Group Life Insurance to individual whole life insurance) if the Covered Person's Group Life Insurance ends:

- because the Certificateholder's coverage ends for a reason other than the Group Policy ending or changing, or the Group's coverage under the Group Policy ending or changing. The Certificateholder may convert the coverage by applying to us in writing within 31 days after group term life insurance ends and paying the premium due on the new policy.
- because a Dependent whose coverage was continued due to mental or physical incapacity is no longer incapacitated.

If the Covered Person does not receive written notice of the conversion right at least 15 days before the end of the 31-day period, the Covered Person will have an additional period to make application and pay the premium. This additional period will be 15 days immediately following the date the Covered Person receives written notice.

The new policy will be an individual whole life insurance policy. The Covered Person may choose to be insured for the same amount as insured under the Group Policy, or less. The new premium amount will be figured according to the age and the class of risk to which the Covered Person belongs. We will not require Evidence of Insurability. The new policy will become effective on the date the Group Life Insurance ends, if application and premium were received as required above.

- because the Group Policy ends or changes, or the Group's coverage under the Group Policy ends or changes. The Covered Person may convert the Group Life Insurance which has been in effect under the Group Policy for at least five years. Except for the amount of insurance that may be converted, the rights of conversion and the conditions that must be met are the same as those in the preceding paragraph. The amount of insurance that may be converted will not be more than:

- the amount the Covered Person was insured for under the Group Policy minus any other coverage under a new or reinstated group life policy which becomes available within 31 days after the end of, or a change in, the Group Policy or the Group's coverage under the Group Policy; or
- \$10,000;

whichever is less.

If the Covered Person's death occurs after group coverage ends, but within the 31-day period during which the Covered Person can exercise the conversion right, we will pay the Covered Person's Beneficiary whether or not the Covered Person applied to convert the insurance. The benefit paid will be the amount the Covered Person could have converted. However, no death benefit will be payable under these provisions if the death benefit is payable under any other provisions of the Group Policy.



## **General Provisions**

### **Claims**

#### **Proof of Claim**

We are not liable under the Group Policy unless we receive written proof of claim. The proof must be filed with us within 90 days after the date of loss and must have the data we need to determine benefits. Failure to give us proof within 90 days will not void or reduce the benefit if it is shown that the proof was given as soon as reasonably possible.

#### **Claim Forms**

Claim forms usually are available from the Group. If forms are not available, a person may send a written request for claim forms to us. Claim forms will be sent to the person within 15 days. If the person does not receive the claim forms, written proof covering the details of the loss for which the claim is made may be submitted to us without the claim form.

#### **Physical Examination and Autopsy**

We have the right to have a Covered Person examined by a physician of our choice at our expense whenever reasonably necessary while a claim is pending. We may request an autopsy in case of death if this is not forbidden by law.

#### **Claims Review for Group Life Insurance**

This provision applies only to Group Term Life Insurance, Accidental Death and Dismemberment Insurance, Supplemental Group Term Life Insurance, and Dependent Life Insurance.

Upon our receipt of written proof of claim from the Covered Person or Beneficiary (referred to in this provision as “claimant”), we have 30 days in which to determine and notify the claimant of our decision regarding a death claim; and 30 days in which to determine and notify the claimant of our decision regarding any other claim.

In special circumstances, an additional 30-day period may be added to the 30-day determination period for a death claim, and up to two periods of 30 days each may be added to the 30-day determination period for any other claim. If the claim is a special circumstance, we will notify the claimant in writing of the additional time needed.

For questions about benefits, a claim payment, or a claim denial, the claimant may contact us in writing, in person, or by telephone. However, if the claimant is not

satisfied with our claim decision, he/she should send us written appeal. Written appeals regarding death claims must be received in our office within 60 days after the claimant receives our initial decision, and for any other claims, written appeals must be received within 180 days. All written appeals should request another review of the claim, outline the problem and all previous efforts to resolve the matter, and include any previously un-submitted documents, records, information, or proof in support of the claim.

Except in special circumstances, the claimant will receive a written answer within 30 days after we receive an appeal regarding a death claim, and within 45 days after we receive an appeal regarding any other claim. In special circumstances, an additional 30 days for a death claim, and an additional 45 days for any other claim, may be added to these respective deadlines. If the appeal-based review is a special circumstance, we will notify the claimant in writing of the additional time needed.

If the claim is wholly or partly denied, our notice will include:

1. Reasons for such denial;
2. Reference to specific policy provisions, rules or guidelines on which the denial was based;
3. A description of the additional information needed to support the claim; and
4. Information concerning your right to request that we review our decision; and
5. A description of our review procedures, time limits, and notice of the Certificateholder's right to bring civil action or to contact the Insurance Commissioner's office for assistance at 56 Old Suncook Road, Concord, NH 03301 (toll-free 1-800-852-3416).

If a claim is denied, The Certificateholder may request us to review our denial of all or part of the claim. This request must be in writing and must be received by us no more than 180 days after the Certificateholder receives notice of our claim decision. We will provide the Certificateholder with assistance in preparing an appeal of an adverse claim decision. The Certificateholder may contact us toll-free at 1-800-813-5682.

As part of this review, you may:

1. Send us written comments;
2. Review any non-privileged information relating to your claim; or
3. Provide us with other information or proof in support of your claim.

We will review the Certificateholder's claim promptly after receiving your request. We will advise the Certificateholder of the results of our review within 30 days after we receive the request, or within 60 days if there are special circumstances that require more time (such as the need to hold a hearing). In the event the Certificateholder does not provide the information necessary for us to decide the claim, we will notify the Certificateholder in writing of the additional information we require. If the Certificateholder does not provide the additional information within 45 days from the date of this notification, the claim may be denied on the basis of

incomplete information.

Our decision will be in writing and will include reference to specific policy provisions, rules or guidelines on which the decision was based, and notice of your right to bring a civil action or to contact the Insurance Commissioner's office for assistance at 56 Old Suncook Road, Concord, NH 03301 (toll-free 1-800-852-3416).

### **Release of Information**

The Certificateholder agrees that we may request, and anyone may give to us, any information, (including copies of records) about the Covered Person's illness or injury for which benefits are claimed. Also, that we may give similar information if requested to anyone providing similar benefits to the Covered Person.

### **Limitation of Actions**

No legal action may be taken to recover benefits within 60 days after proof of claim has been given. No such action may be taken later than three years after expiration of the time within which proof of claim is required according to the "Proof of Claim" section.

### **Beneficiary**

The Beneficiary for the Certificateholder's Group Term Life Insurance is the person the Certificateholder names. The initial Beneficiary is named on the application.

The Certificateholder may change the named Beneficiary at any time by notifying us in writing. The notice must provide the name of the new Beneficiary and the date that the change is to be effective. If the effective date for the change is not provided, the change will be effective on the date the notice is received. If death occurs before a notice of change is received, we will not change any payment we have already made before the notice was received.

The Certificateholder may name more than one Beneficiary. The Certificateholder may also designate primary and contingent Beneficiaries. If a primary Beneficiary dies before the Certificateholder, payment will be made to any designated contingent Beneficiary.

If two or more Beneficiaries are named and their respective share of the benefit is not stated, the benefit will be divided equally. If a Beneficiary dies before the Certificateholder, that Beneficiary's share will pass to the surviving Beneficiaries equally.

If a Beneficiary is not named or if no Beneficiary is surviving, we will pay the benefits to the Certificateholder's estate, or at our option, to:

- the surviving spouse; otherwise
- the surviving children equally; otherwise
- the surviving parent(s) equally; otherwise
- the surviving brother(s) and/or sister(s) equally; otherwise
- any person who verifies to us that they have incurred funeral or other expenses related to the Covered Person's last illness or death. The payment to this person will not exceed the maximum allowed by law, which is \$250.

If the Certificateholder and the Beneficiary die from the same accident, and the order of deaths cannot be determined, we will pay the benefit as though the Certificateholder survived the Beneficiary.

If any person who is to receive a benefit payment is a minor or is not legally competent, then the benefit payment will be made to the person's legally appointed guardian.

## **Misstatements**

All statements contained in an application, in the absence of fraud, are deemed representations and not warranties. Any misstatement used to deny or reduce a benefit, deny a claim, or void insurance must be contained in a written application, a copy of which is provided to the person who made it, or in the event of the person's death, the Beneficiary.

Except as stated below for life insurance, we reserve the right to cancel or rescind coverage for any Covered Person who engages in misrepresentation and/or fraudulent conduct in relation to any claims made for coverage or any application for coverage under the Group Policy.

**For life insurance**, if a Covered Person's age is misstated, we will pay the correct life insurance benefit(s) which apply to the Covered Person's actual age. In addition, the life premium rate will be adjusted so that the premium paid would have been correct for the Covered Person's actual age. We may make this change back to the date coverage became effective based on the misstated information. No misstatement, except for misstatement of age, may be used to contest life insurance after it has been in force prior to the contest for a period of two years during the person's lifetime, nor unless it is contained in a written application, signed by the insured, a copy of which is provided to the person who made the misstatement.

## Definitions

This section defines terms which have special meanings. If a word or phrase has a special meaning or is a title, it starts with a capital letter. The word or phrase is defined in this section or at the place in the text where it is used.

**Actively-at-Work or Active Work** – Reporting to a Certificateholder's regular place of employment for the Group and carrying out the regular duties of his occupation for the number of hours required to meet the definition of Eligible Person. The Certificateholder will be considered Actively-at-Work on each day of a regular paid vacation or on a regular non-working day provided that the person was Actively-at-Work on the last working day.

**Beneficiary(ies)** – The person(s) to whom we pay Life and Accidental Death Insurance benefits.

**Certificate** – A description of benefits provided under the Group Policy to the Certificateholder.

**Certificateholder** – An Eligible Person who has enrolled for coverage.

**Covered Person(s)** – The Certificateholder and any covered Dependents.

**Dependent** – A Covered Person other than the Certificateholder who is:

- the Certificateholder's spouse;
- the Certificateholder's or spouse's unmarried child (includes natural child, adopted child from the date the child is placed in the custody of the insured pursuant to adoption proceedings under the New Hampshire law or a stepchild.);
- an unmarried child who is related to the Certificateholder or the Certificateholder's spouse (such as a niece, nephew or grandchild), or a child for whom either is the legal guardian. These children must live with the Certificateholder and be allowed as a federal tax exemption.

Any minimum or maximum age is stated in the **Schedule of Benefits** except that the maximum age during which any Education Benefit may be payable is age 24.

**Effective Date** – The date when coverage begins.

**Eligible Person** – A person who:

- is a member of an eligible class and has satisfied the Group's eligibility waiting period;
- is an employee working the required number of hours per week on a regular basis,

- as documented on the Group's federal or state payroll records; and
- is Actively-at-Work, except as provided in the “Continuation of Coverage” section.

**Evidence of Insurability** – A statement of an individual's present medical condition and past medical history and other relevant information, on a form approved by us, that indicates a person is acceptable for insurance, as we may determine.

**Family Status Change** – One of the following events:

- the Certificateholder's marriage or divorce;
- the birth or adoption of a child of the Certificateholder;
- the death of the Certificateholder's spouse or child;
- the commencement or termination of employment of the Certificateholder's spouse; or
- the taking of unpaid leave of absence by the Certificateholder or Certificateholder's spouse.

**Group** – The entity named as the “Group” on the Certificate cover. If no Group is specifically named, then the Group is the Policyholder (as indicated in the Certificate “Introduction”).

**Group Life Insurance** – Any of the following coverages which may be in force for the Certificateholder under the Group Policy: Group Term Life Insurance and Group Term Life Insurance for Dependents.

# Anthem<sup>®</sup> Life

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